

**FACILITIES USE AGREEMENT
BETWEEN
LARAMIE COUNTY SHERIFF OFFICE
AND
LARAMIE COUNTY COMMUNITY COLLEGE**

1. **Parties.** This Agreement is made and entered into this 11th day of June by and between the Laramie County Sheriff Department, (hereinafter referred to as "LCSO") whose address is 309 W. 20th ST. Cheyenne, WY 82001 and Laramie County Community College, (hereinafter referred to as "LCCC") whose address is 1400 East College Drive, Cheyenne, Wyoming 82007 (hereinafter collectively referred to as "Parties").

RECITALS:

WHEREAS, the LCSO and LCCC entered into an agreement concerning the provision of services and commitment to Co-Sponsor community firearm safety classes.

NOW, THEREFORE, LCSO and LCCC for and in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

2. **Purpose of Contract.** The purpose of this Contract is to outline the roles and responsibilities of each party in the co-sponsored community shooting courses.

3. **Term of Contract and Required Approvals.** This Contract is effective when all parties have executed it and all required approvals have been granted. The term of the Contract is from the date of execution until terminated by either party in writing with a 90-day notice.

4. **Mutual Responsibilities and Expectations:**

A. The LSCO and LCCC agree that any firearms course possesses the possible risk of injury and that prohibited persons must not possess firearms or ammunition. However, the parties understand and agree that such reasonable precautions will be taken to minimize the risk of possible injury during any Pistol Course class and that prohibited persons are not allowed access to firearms or ammunition.

B. The LSCO and LCCC agree to collaborate to establish written procedures that are necessary for the efficient and effective operation of Firearm Safety Classes.

C. The LSCO and LCCC agree to collaborate and establish an agreed upon waiver for students, including covering all possible injuries including normal firearm use, negligence, or intentional action.

D. The LSCO and LCCC agree to communicate with each other regarding any disagreements, concerns, or issues that arise from any material, injury, instruction, or from any LSCO volunteer or student conduct.

E. All Parties agree to carry necessary and reasonable insurance and to require students to be covered under insurance for participation in firearm safety classes.

5. Responsibilities of LCCC.

- A. Register and maintain student rosters and collect necessary waivers and releases from students before the start of class.
- B. Provide, in advance of the start of class to the designated LCSO representatives, information needed to complete course background check.
- C. Set prices, advertise and collect student registration fees
- D. Serve as the primary point of contact between the LCSO firearm safety instructors and students enrolled in the course.
- E. Pay class supply invoices and purchase necessary course supplies.
- F. Manage students enrolled in classes to include but not limited to: ADA accommodations, behavior, background check failure notifications and attendance issues.
- G. Maintain roster of volunteer firearms safety instructors
- H. Work in collaboration with designated Sheriff's department representative to set class dates, times and other logistic class needs.
- I. Provide firearms for use by students enrolled in the Basic Pistol Course. Personal Protection in the Home students provide their own firearm for use in class. All students (Person Protection in the Home and Basic Pistol) provide their own ammunition and safety equipment for use during class.

6. Responsibilities of Sheriff Department

- A. Provide classroom and access to shooting range for prearranged class dates.
- B. While firearm safety classes are in session, provide storage for five (5) firearms (revolvers).
- C. Complete background checks on students enrolled in class. Provide necessary information to LCCC representatives to assist in communicating to students who are not able to continue in course.
- D. Provide qualified NRA volunteer firearms safety instructors. Instructors will be present at all times in the classroom, firing range and handling any firearms on any LCSO property.

7. Nondiscrimination.

Laramie County Community College and Laramie County Sheriff Office are committed to providing a safe and nondiscriminatory educational and employment environment. LCCC and LCSO do not discriminate on the basis of race, color, national origin, sex, disability, religion, age, veteran status, political affiliation, sexual orientation or other status protected by law. Sexual harassment, including sexual violence, is a form of sex discrimination prohibited by Title IX of the Education Amendments of 1972. LCCC and LCSO do not discriminate on the basis of sex in its educational, extracurricular, athletic or other programs or in the context of employment. LCCC has a designated person to monitor compliance and to answer any questions regarding LCCC's non-discrimination policies: Please contact: Title IX and ADA Coordinator, Room 117, Student Services Building, 1400 E College Drive, Cheyenne, WY 82007, 307-778-1217, TitleIX_ADA.Coordinator@lccc.wy.edu

8. General Provisions.

A. Amendments. Any changes, modifications, revisions or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed and signed by all parties to this Contract.

B. Applicable Law/Venue. The construction, interpretation and enforcement of this Contract shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties, and the venue shall be brought in the District Court of the State of Wyoming, First Judicial District, in Cheyenne, WY.

C. Assignment/Contract Not Used as Collateral. Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Contract without the prior written consent of the other party. LCCC shall not use this Contract, or any portion thereof, for collateral for any financial obligation.

E. Confidentiality. All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by the Parties in the performance of this Contract shall be kept confidential by Parties unless written permission is granted by the Parties for its release. LCCC shall have similar agreements with any subconsultants to maintain the confidentiality of information specifically designated as confidential by City.

F. Entirety of Contract. This Contract, consisting of **seven(7)** pages, represents the entire and integrated Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

G. Ethics. LCCC shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat §9-13-101, et seq.), and any and all ethical standards governing LCCC's profession.

H. Force Majeure. Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in availability of the facilities to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

I. Indemnification. Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other including but not limited any personal injury to individual or any damage to property or individuals or LDSO. This provision shall not be construed or deemed to be a waiver of any governmental immunity of either party.

J. Debts and Liabilities. LCCC shall assume sole responsibility for any debts or liabilities that may be incurred by LCCC in fulfilling the terms of this Contract, and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing LCCC or its agents

and/or employees to act as an agent or representative for or on behalf of LCSO, or to incur any obligation of any kind on the behalf of LCSO. LCCC agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to LCSO employees will inure to the benefit of LCCC or the LCCC's agents and/or employees as a result of this Contract.

K. Notices. All notices arising out of, or from, the provisions of this contract shall be in writing and given to the parties at the address provided under this Contract, either by regular mail, facsimile, e-mail, or delivery in person.

L. Liaison and Notice LCSO's and LCCC's Designated Representatives.

(i) LCSO designated representative is Lt. Robert Gaskins of Laramie County Sheriff's Office, Detective Division, telephone number 307-633-4725, email robert.gaskins@laramiecountywy.gov

(ii) The LCCC's representative is Christie Goertel, Program Manager of Outreach and Workforce Development telephone number: (307) 778-1134, email cgoertel@lccc.wy.edu, Tonya Hacker, Dean of Outreach and Workforce Development, telephone number: (307) 778-1146, thacker@lccc.wy.edu. For contractual matters, Contract and Procurement Director Abbie Connally: (307)-778-1280 email aconnally@lccc.wy.edu

(iii) All notices and invoices required in this Contract shall be emailed to LifeEnrichment@lccc.wy.edu and procurement@lccc.wy.edu or mailed first-class, postage prepaid. All notices sent via U.S. Postal Services are deemed effective on the date of postmark. Notices and invoices mailed through another carrier (e.g., email, UPS or FedEx) are effective upon receipt.

M. Sovereign Immunity. Neither party waives its Governmental/Sovereign Immunity by entering into this Agreement and specifically retains all immunities and defenses available to it as a governmental entity pursuant to Wyo. Stat. Ann. § 1-39-101, et seq., and all other applicable laws. Each Party fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Contract. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.

N. Termination of Contract.

(i). LCSO and has the right and privilege of canceling, suspending, or abandoning the execution of all or any classroom and shooting range usage in connection with this Contract at any time upon one (3) month written notice to LCCC. LCCC may terminate this Contract upon written notice to LCSO should LCSO substantially fail to perform in accordance with Paragraph 6 of this Contract.

O. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of third-party beneficiary and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in

determining and performing their obligations under this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this contract, or to bring an action for the breach of this Contract.

P. Extension. Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein. Any extension of this Contract shall be requested by LCCC and following approval by LCSO shall be effective only after it is reduced to writing and executed by all parties to the Contract. Any agreement to extend this Contract shall include, but not necessarily be limited to: an unambiguous identification of the Contract being extended; the term of the extension; a statement that all terms and conditions of the original Contract shall, unless explicitly delineated in the exception, remain as they were in the original Contract; and, if the duties of either party will be different during the extension than they were under the original Contract, a detailed description of those duties.

Q. Severability. Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of this Contract shall continue in full force and effect and either party may attempt to renegotiate the terms affected by the severance.

R. Titles Not Controlling. Titles of paragraphs are for reference only, and shall not be used to construe the language in this Contract.

S. Waiver. The waiver or any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach.

T. Time is of the Essence. Time is of the essence in all provisions of the Contract.

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IN WITNESS WHEREOF, the Laramie County Sheriff's Office has caused this Agreement to be signed and executed in its behalf by its Designee, and LCCC has signed and executed this Agreement, the day and year first written above.

Laramie County, BoCC Chair

By: _____

Attest: _____

Laramie County Community College (LCCC)

By: 
Joe Schaffer (Sep 11, 2025 10:09:27 MDT)
Name & Title Joe Schaffer President
09/11/2025

RECEIVED AND APPROVED AS
TO FORM ONLY BY THE
DEPUTY LARAMIE COUNTY
ATTORNEY

9-28-25

